

SERFF Tracking Number: MASS-128181536 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number:
Company Tracking Number:
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other
Product Name: 2011 TDIA
Project Name/Number: 2011 TDIA/2011 TDIA

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: 2011 TDIA

SERFF Tr Num: MASS-128181536 State: Arkansas

TOI: H111 Individual Health - Disability Income

SERFF Status: Closed-Approved-
Closed

Sub-TOI: H111.004 Other

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Robin Perez, Jennifer
Dube, Nick Sheehan

Disposition Date: 04/10/2012

Date Submitted: 03/20/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2011 TDIA

Status of Filing in Domicile: Not Filed

Project Number: 2011 TDIA

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/10/2012

State Status Changed: 04/10/2012

Deemer Date:

Created By: Jennifer Dube

Submitted By: Jennifer Dube

Corresponding Filing Tracking Number:
FR1133 212

Filing Description:

Massachusetts Mutual Life Insurance Company

NAIC#: 435-65935

FEIN #: 04-1590850

FR1133 212 Temporary Disability Insurance Agreement

The above-referenced form is being submitted for your department's review and approval. The agreement will replace previously approved form FR1133 809 when approved and implemented. The form is described below. The form is in

SERFF Tracking Number: MASS-128181536 State: Arkansas
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final print format. Final print copies of the form along with any required certifications and filing fee are enclosed.

This agreement will allow an applicant to apply for and receive temporary disability insurance while we are evaluating their application for disability income insurance. As per the terms of the form, it also provides insurability protection for changes in health after the application and all routine exams are completed as long as the client answers no to a couple of basic medical questions and pays the minimum premium for the policy applied for. It will be included as part of our disability income application packages, but only needs to be completed when an applicant wishes to have temporary coverage.

State Narrative:

Company and Contact

Filing Contact Information

Jennifer Dube, Compliance Assistant JenniferDube@massmutual.com
1295 State Street 860-562-3685 [Phone] 23685 [Ext]
MIP: M381 860-562-6109 [FAX]
Springfield, MA 01111-0001

Filing Company Information

Massachusetts Mutual Life Insurance Company CoCode: 65935 State of Domicile: Massachusetts
1295 State Street Group Code: 435 Company Type:
MIP: M381 Group Name: State ID Number:
Springfield, MA 01111 FEIN Number: 04-1590850
(800) 767-1000 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$75.00	03/20/2012	57302148

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/10/2012	04/10/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	03/21/2012	03/21/2012	Jennifer Dube	03/21/2012	03/21/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Approvals	Note To Reviewer	Jennifer Dube	04/09/2012	04/09/2012
TDIA	Note To Filer	Rosalind Minor	04/09/2012	04/09/2012

SERFF Tracking Number: *MASS-128181536* *State:* *Arkansas*
Filing Company: *Massachusetts Mutual Life Insurance Company* *State Tracking Number:*
Company Tracking Number:
TOI: *H111 Individual Health - Disability Income* *Sub-TOI:* *H111.004 Other*
Product Name: *2011 TDIA*
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Disposition

Disposition Date: 04/10/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-128181536 State: Arkansas

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	Temporary Disability Insurance Agreement	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/21/2012
Submitted Date 03/21/2012

Respond By Date

Dear Jennifer Dube,

This will acknowledge receipt of the captioned filing.

Objection 1

- Temporary Disability Insurance Agreement, FR1133 212 (Form)

Comment:

Is this agreement approved and/or disapproved in other states? If so, how many states have approved and how many states have disapproved the agreement.

Thank you.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/21/2012
Submitted Date 03/21/2012

Dear Rosalind Minor,

Comments:

Thank you for your correspondence.

Response 1

Comments: This form was filed on 3/20/12 in 48 other states and has not been approved or disapproved in any states as of today.

Related Objection 1

Applies To:

- Temporary Disability Insurance Agreement, FR1133 212 (Form)

Comment:

Is this agreement approved and/or disapproved in other states? If so, how many states have approved and how many states have disapproved the agreement.

Thank you.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Jennifer Dube, Nick Sheehan, Robin Perez

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Note To Reviewer

Created By:

Jennifer Dube on 04/09/2012 03:12 PM

Last Edited By:

Rosalind Minor

Submitted On:

04/10/2012 09:08 AM

Subject:

Approvals

Comments:

Ms. Minor -

We filed this form in 49 states and have received approval in 44 of those states. Also, the Interstate Compact approved this form on 4/6/12.

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Product Name: *2011 TDIA*
Project Name/Number: *2011 TDIA/2011 TDIA*

Note To Filer

Created By:

Rosalind Minor on 04/09/2012 03:05 PM

Last Edited By:

Rosalind Minor

Submitted On:

04/10/2012 09:08 AM

Subject:

TDIA

Comments:

On 3/21/12 I wrote to you asking if any other Insurance Department's had approved or disapproved this Temporary Agreement. At the time I wrote you, you had not had any feedback.

Do you now have any feedback from other Departments (approvals or disapprovals)?

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Form Schedule

Lead Form Number: FR1133 212

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/10/2012	FR1133 212	Application/Temporary Disability Enrollment Insurance Agreement Form	Initial		51.100	FR1133.pdf

Massachusetts Mutual Life Insurance Company ("the Company")
1295 State Street, Springfield, Massachusetts 01111-0001

Please read this Temporary Disability Insurance Agreement ("Agreement") carefully. It is important to you.

This Agreement provides a maximum of 75 days of coverage while insurability is being determined. The maximum amount of monthly benefits and the maximum period for which benefits may be paid for disability under this Agreement is LIMITED. This Agreement is only to be used when applying for a new policy or additional coverage through a Right to Apply provision within an inforce Massachusetts Mutual Life Insurance Company policy. It cannot be used in conjunction with a "Bill at Issue" request.

Summary—This Agreement provides LIMITED coverage while we review the Proposed Insured's application to decide if we will issue the policy(ies) applied for. This Agreement does not commit the Company to issue any policy(ies).

Eligibility Requirements for Temporary Insurance Coverage—The Company will grant temporary coverage to the Proposed Insured if all the following conditions are met:

1. There are no incorrect, untrue, incomplete, or omitted statements or other material misrepresentations of fact in any part of the application, which includes the Part 1, the Part 2, any amendments, any questionnaires and supplements to either part and this Agreement;
2. The advance payment (equal to a minimum of at least one month's premium) has been provided to our Agent, and the instrument (method) submitted as payment is honored and there are sufficient funds to pay the required premium;
3. The Part 1 of the application has been completed and signed on the same date as this Agreement; and
4. All of the following statements regarding the Proposed Insured are accurate (*please place a check mark in the box following each statement to confirm that it is accurate*).
 - a. In the past 5 years, the Proposed Insured has not received treatment for, been advised to seek treatment for, or been diagnosed by a health professional, physician or other practitioner as having an emotional or mental disorder, stroke, cancer, tumor, chest pain or heart attack, or any disease, disorder or problem of the kidneys, arteries, neck, or back..... ☐
 - b. In the past 5 years, the Proposed Insured has not received treatment, attended a program or been counseled for alcohol or drug abuse, or been advised by a health professional to receive such treatment. ☐
 - c. Within the past 12 months, the Proposed Insured has not applied for, or had issued, any other individual disability insurance..... ☐
 - d. In the past 90 days, the Proposed Insured has not:
 - Been admitted to a hospital or medical facility, or been recommended admission to a hospital or medical facility by a health professional..... ☐
 - Had surgery or been advised to have surgery by a health professional..... ☐
 - Had any diagnostic test, excluding tests for the Human Immunodeficiency Virus (HIV), for which the results are unknown, or been advised by a health professional to have any diagnostic test, excluding tests for HIV, which has not yet been completed..... ☐

Temporary Insurance Coverage

Injury—Coverage starts at 12:01 AM on the date following the simultaneous:

1. Completion of the application and this Agreement; and
2. Payment of, or completion of a preauthorized payment form for, at least the minimum advance premium.

Injury means an accidental bodily injury sustained by the Proposed Insured which is the direct result of an accident independent of disease or bodily infirmity or any other cause, and which occurs while this coverage is in force.

Sickness—Coverage starts at 12:01 AM on the date following the simultaneous:

1. Completion of the application (which includes completion of a medical examination if required by the Company's underwriting guidelines) and this Agreement; and
2. Payment of, or completion of a preauthorized payment form for, at least the minimum advance premium.

Sickness means illness or disease of an insured person which manifests itself on or after the coverage start date described immediately above and while the coverage is in force.

Stop Date for Coverage Under this Agreement

Temporary insurance coverage will end on the earliest of the following:

1. The date the Company issues a policy;
2. The date the Company refunds the advance payment;
3. The fifth day after mailing to the address provided on the application to the Proposed Insured a notice that the request for coverage has been declined, to include refund if applicable; or
4. 75 days from the date of this Agreement.

If no Massachusetts Mutual Life Insurance Company disability policy takes effect, the advance payment will be refunded when Temporary Insurance Coverage ends.

Limited Benefits Under this Agreement

EXCEPT AS LIMITED IN THE NEXT PARAGRAPH, TEMPORARY INSURANCE COVERAGE UNDER THIS AGREEMENT WILL BE SUBJECT TO THE SAME TERMS AND CONDITIONS AS WOULD APPLY UNDER THE POLICY(IES) APPLIED FOR. No matter how much insurance you applied for or how much of an advance payment you made, the following limitations apply to the coverage under this Agreement issued by Massachusetts Mutual Life Insurance Company for disability insurance:

1. The monthly benefit will be the lesser of \$5,000, or the amount of monthly benefit for disability for which you applied and the Proposed Insured qualifies for based on the Company's published underwriting limits;
2. Benefits will begin to accrue on the later of the day after the waiting period applied for is met or the 91st day of disability; and
3. The maximum benefit period will be the shorter of the maximum benefit period applied for or 24 months.

Health Insurability Protection. Subject to the restrictions contained in this paragraph, any health changes that occur after the latest of (1) the date the Application Part 1 and Part 2 if required have been completed and signed, or (2) the date this Agreement has been completed and signed and the minimum payment required with it has been received, or (3) the date that any required medical examination(s) and test(s) are completed, will not be considered in determining whether to issue the Policy for which the Proposed Insured has applied. The Company reserves the right to limit coverage under the Policy, based upon its assessment of any such changes in health, to (1) the lesser of (a) a \$5,000 monthly benefit, or (b) the amount of monthly benefit for which you applied and the Proposed Insured qualifies for based on the Company's published underwriting limits, and (2) the shorter of (a) the maximum benefit period applied for, or (b) 24 months.

Payment and Return of Payment. Make all checks or other payments payable to MassMutual. Do not make any checks or other payments payable to the Agent or leave the payee blank. The minimum advance premium required to pay for temporary insurance coverage under this Agreement is the amount equal to a one-month premium under the Policy applied for, regardless of the mode or frequency of payment selected for the proposed Policy.

Agreements and Signatures

An amount of \$ _____ was received or preauthorized as advance payment for limited temporary disability income insurance coverage on the life of the Proposed Insured.

Note to Producer: No soliciting agent is authorized to accept any payment with the application if any of the conditions described in the *Eligibility Requirements for Temporary Insurance Coverage* section are not met.

► Signed at _____ on _____

X

Signature of Proposed Insured

Printed Name of Proposed Insured

X

Signature of Agent

Printed Name of Agent

Agency #

Massachusetts Mutual Life Insurance Company ("the Company")
1295 State Street, Springfield, Massachusetts 01111-0001

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1. There are no incorrect, untrue, incomplete, or omitted statements or other material misrepresentations of fact in any part of the application, which includes the Part 1, the Part 2, any amendments, any questionnaires and supplements to either part and this Agreement;
2. The advance payment (equal to a minimum of at least one month's premium) has been provided to our Agent, and the instrument (method) submitted as payment is honored and there are sufficient funds to pay the required premium;
3. The Part 1 of the application has been completed and signed on the same date as this Agreement; and
4. All of the following statements regarding the Proposed Insured are accurate (*please place a check mark in the box following each statement to confirm that it is accurate*).
 - a. In the past 5 years, the Proposed Insured has not received treatment for, been advised to seek treatment for, or been diagnosed by a health professional, physician or other practitioner as having an emotional or mental disorder, stroke, cancer, tumor, chest pain or heart attack, or any disease, disorder or problem of the kidneys, arteries, neck, or back..... ☐
 - b. In the past 5 years, the Proposed Insured has not received treatment, attended a program or been counseled for alcohol or drug abuse, or been advised by a health professional to receive such treatment. ☐
 - c. Within the past 12 months, the Proposed Insured has not applied for, or had issued, any other individual disability insurance..... ☐
 - d. In the past 90 days, the Proposed Insured has not:
 - Been admitted to a hospital or medical facility, or been recommended admission to a hospital or medical facility by a health professional..... ☐
 - Had surgery or been advised to have surgery by a health professional..... ☐
 - Had any diagnostic test, excluding tests for the Human Immunodeficiency Virus (HIV), for which the results are unknown, or been advised by a health professional to have any diagnostic test, excluding tests for HIV, which has not yet been completed..... ☐

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2. Payment of, or completion of a preauthorized payment form for, at least the minimum advance premium.

Injury means an accidental bodily injury sustained by the Proposed Insured which is the direct result of an accident independent of disease or bodily infirmity or any other cause, and which occurs while this coverage is in force.

Sickness—Coverage starts at 12:01 AM on the date following the simultaneous:

1. Completion of the application (which includes completion of a medical examination if required by the Company's underwriting guidelines) and this Agreement; and
2. Payment of, or completion of a preauthorized payment form for, at least the minimum advance premium.

Sickness means illness or disease of an insured person which manifests itself on or after the coverage start date described immediately above and while the coverage is in force.

Stop Date for Coverage Under this Agreement

Temporary insurance coverage will end on the earliest of the following:

1. The date the Company issues a policy;
2. The date the Company refunds the advance payment;
3. The fifth day after mailing to the address provided on the application to the Proposed Insured a notice that the request for coverage has been declined, to include refund if applicable; or
4. 75 days from the date of this Agreement.

If no Massachusetts Mutual Life Insurance Company disability policy takes effect, the advance payment will be refunded when Temporary Insurance Coverage ends.

Limited Benefits Under this Agreement

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1. The monthly benefit will be the lesser of \$5,000, or the amount of monthly benefit for disability for which you applied and the Proposed Insured qualifies for based on the Company's published underwriting limits;
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Agreements and Signatures

An amount of \$ _____ was received or preauthorized as advance payment for limited temporary disability income insurance coverage on the life of the Proposed Insured.

Note to Producer: No soliciting agent is authorized to accept any payment with the application if any of the conditions described in the *Eligibility Requirements for Temporary Insurance Coverage* section are not met.

► Signed at _____ on _____

X

Signature of Proposed Insured

Printed Name of Proposed Insured

X

Signature of Agent

Printed Name of Agent

Agency #

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Generic Readability Cert.pdf	Approved-Closed	04/10/2012

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: n/a Comments:	Approved-Closed	04/10/2012

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification Bypass Reason: n/a Comments:	Approved-Closed	04/10/2012

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage Bypass Reason: n/a Comments:	Approved-Closed	04/10/2012

READABILITY CERTIFICATION

I hereby certify the accuracy of the flesch reading ease test score for the following policy forms. These forms are at least 10 (ten) point type, 2 (two) point leaded.

FORM NUMBER AND TITLE

FLESCHSORE

FR1133 212 Temporary Disability Insurance Agreement

51.1

Signature:

Jo-Anne Rankin

Jo-Anne Rankin
Vice President

Digitally signed by Jo-Anne Rankin
DN: cn=Jo-Anne Rankin, c=US, o=MassMutual
Financial Group, email=jrankin@massmutual.com
Reason: I agree to the terms defined by the placement
of my signature on this document
Date: 2012.03.19 16:04:50 -0400

Date: March 19, 2012